

SOLICITATION, OFFER, AND AWARD				1. Market Open		Page of Pages 1 50	
2. Contract Number		3. Solicitation Number GAGA-2004-R-0423		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued 15-Sep-04	
6a. Caption Speech Language Pathologist		6. Requisition/Purchase Number					
7. Issued By District of Columbia Publis Schools Office of Contracts and Acquisitions 825 North Capitol Street, NE, Suite 7066, 7th Floor Washington, DC 20002		Code HA0		8. Address Offer To (If other than line 7)			
NOTE: In sealed bid solicitations "Offer" and "Offeror" means "Bid" and "Bidder"							
SOLICITATION							
9. Sealed bid in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the							
depository located in <u>Office of Contracts and Acquisitions (see item #7)</u> until <u>4:00 P.M.</u> local time <u>8-Oct-04</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.							
10. For Information Contact		A. Name Gwendolyn Walters		B. Telephone (No Collect Calls) (Area Code) 202 (Number) 442-5111 (Ext)		C. E-mail Address gwendolyn.walters@k12.dc.us	
11. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
						____ Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror		Code		Facility		16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone		15 C. Check if remittance address is different from above - enter address in Schedule Section K.		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22	Award - DC OCP Form 201 not required			23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)		Item	
	Negotiated Agreement - DC OCP Form 201 must be executed						
24. Administered By (If other than Item 7)		Code		25. Reserved for future use			
26. Name of Contracting Officer (Type or Print) Ms. Andrea Simpson		27. Government of the District of Columbia (Signature of Contracting Officer)				28. Award Date	

SECTION B Supplies or Service and Price/Cost

B.1 INTRODUCTION

B.1.1 The District of Columbia Public Schools (DCPS), Division of Special Education is seeking qualified contractor(s) and/or individual(s) who can provide Related Services in the area of Speech Language Pathology. Licensed bilingual provider(s) are needed as well.

B.1.2 The DCPS contemplates multiple awards of a fixed-price contract.

B.2 SERVICE / DESCRIPTION /COST

To be responsive to this RFP the Contractor shall submit pricing for Pricing Schedule Base Year identified as B.2.1, Pricing Schedule one (1) identified as B.2.4, Pricing Schedule two (2) identified as B.2.5, Pricing Schedule three (3) identified as B.2.6, and Pricing Schedule four (4) identified as B.2.7

B.2.1 PRICE (BASE YEAR)

Contract Line Item No. (CLIN)	Item Description	Unit	Unit Cost	Estimated Quantity	Total Price
0001	Monolingual Assessment and Intervention Services	(Per hour)	\$ _____	<u>7 hrs per day</u> 183 days	\$ _____
0002	Bilingual Assessment and Intervention Services	(Per Hour)	\$ _____	<u>7 hrs per day</u> 183 days	\$ _____

Contract Line Item No. (CLIN)	Item Description	Total
0003	Number of Monolingual Therapists available	
0004	Number of Bilingual Therapists available	

B.2.2 DCPS is seeking a per hour rate for performing assessment and/or intervention services. The hourly rate shall include Attending IEP Meetings, Attending Staff Development Meetings specifically related to the Speech Language Pathology Program, Attending Parent Teacher Conferences held during regular school hours (8:30 am – 3:30 pm), shall attend administrative due process hearings held at the United States District Courts, and other proceedings related to speech service delivery of the assigned student(s).

B.2.3 The hourly rate shall also include for time spent on administrative and clerical matters. Administrative and clerical matters include, but are not limited to, time spent on word processing, internal organization of files, papers, exhibits, or other documents, creating, billing and docket records, and copying.

B.2.4 PRICE (Option Year One)

Contract Line Item No. (CLIN)	Item Description	Unit	Unit Cost	Estimated Quantity	Total Price
0101	Monolingual Assessment and Intervention Services	(Per hour)	\$ _____	<u>7 hrs per day</u> 183 days	\$ _____
0102	Bilingual Assessment and Intervention Services	(Per Hour)	\$ _____	<u>7 hrs per day</u> 183 days	\$ _____

Contract Line Item No. (CLIN)	Item Description	Total
0103	Number of Monolingual Therapists available	
0104	Number of Bilingual Therapists available	

(End of page)

B.2.5 PRICE (Option Year Two)

Contract Line Item No. (CLIN)	Item Description	Unit	Unit Cost	Estimated Quantity	Total Price
0201	Monolingual Assessment and Intervention Services	(Per hour)	\$ _____	<u>7 hrs per day</u> 183 days	\$ _____
0202	Bilingual Assessment and Intervention Services	(Per Hour)	\$ _____	<u>7 hrs per day</u> 183 days	\$ _____

Contract Line Item No. (CLIN)	Item Description	Total
0203	Number of Monolingual Therapists available	
0204	Number of Bilingual Therapists available	

(End of page)

B.2.6 PRICE (Option Year Three)

Contract Line Item No. (CLIN)	Item Description	Unit	Unit Cost	Estimated Quantity	Total Price
0301	Monolingual Assessment and Intervention Services	(Per hour)	\$_____	<u>7 hrs per day</u> 183 days	\$ _____
0302	Bilingual Assessment and Intervention Services	(Per Hour)	\$_____	<u>7 hrs per day</u> 183 days	\$ _____

Contract Line Item No. (CLIN)	Item Description	Total
0303	Number of Monolingual Therapists available	
0304	Number of Bilingual Therapists available	

(End of page)

B.2.7 PRICE (Option Year Four)

Contract Line Item No. (CLIN)	Item Description	Unit	Unit Cost	Estimated Quantity	Total Price
0401	Monolingual Assessment and Intervention Services	(Per hour)	\$ _____	<u>7 hrs per day</u> 183 days	\$ _____
0402	Bilingual Assessment and Intervention Services	(Per Hour)	\$ _____	<u>7 hrs per day</u> 183 days	\$ _____

Contract Line Item No. (CLIN)	Item Description	Total
0403	Number of Monolingual Therapists available	
0404	Number of Bilingual Therapists available	

(End of page)

SECTION C

Description/Specifications/Work Statement

C.1 SCOPE

- C.1.1 Qualified Contractor(s) and/or individual(s) shall have expert knowledge of the speech language requirements and regulatory requirements including consent, notice of confidentiality, court decrees, initial and reevaluations, with respect to Individual with Disabilities Act IDEA, as amended in 1997, Public Law 105-17.
- C.1.2 In its delivery of special education services, DCPS has adopted an educationally relevant model that utilizes a multidisciplinary team approach to integrate therapy into the educational environment. Team members include students, parents, therapists, teachers, school administrators, and appropriate community resources. Contractors are expected to participate, as required, in all meetings and conferences with both school officials and parents.

C.2 REQUIREMENTS

- C.2.1 The Contractor shall provide speech/language pathology screenings, which consist of standardized instruments to determine the need for a comprehensive speech/language evaluation.
- C.2.2 The Contractor, on an as needed basis, shall provide comprehensive speech/language evaluations which consist of standardized articulation testing, expressive and receptive vocabulary testing, expressive and receptive language testing (including auditory perception testing), and written expression testing, to provide a comprehensive profile of the student.
- C.2.3 The Contractor shall develop Speech/Language Individualized Education Program (IEP) goals for students eligible for such services.
- C.2.4 The Contractor shall provide speech-language services as determined in the student's IEP.
- C.2.5 The Contractor shall, when requested by DCPS, provide speech/language services at the student's place of residence.
- C.2.6 The Contractor's tour of duty shall be from 8:30 am until 3:30 pm. The Contractor shall not report to DCPS on School Holiday(s) and when school is not in session. The Contractor shall not be compensated for Holidays, emergencies and days when school is not in session.
- C.2.7 The Contractor shall serve as a resource to school staff members in the development of a balanced program inclusive of receptive & expressive language, vocabulary, articulation, voice, fluency and literacy development.

- C.2.8 The Contractor shall serve students with swallowing disorders as it relates to the school setting.
- C.2.9 The Contractor shall develop programs, schedules and provide therapeutic programs to meet individual needs of speech and/or language impaired children.
- C.2.10 The Contractor shall assist and guide teachers in observing, describing and referring students suspected and identified as having speech and language impairments.
- C.2.11 The Contractor shall assist in proper referrals of students to agencies and specialists in the community as appropriate.
- C.2.12 The Contractor shall provide appropriate individualized programs of therapy to meet individual student needs and improve upon/modify existing speech and/or language impairments.
- C.2.14 The Contractor shall provide a comprehensive assessment and diagnosis of speech, voice, and language impairments, including testing, scoring, analysis and completion of written assessment report using DCPS assessment guidelines and standards for assessment reports.
- C.2.15 The Contractor shall keep thorough record and provide required documentation in accordance with DCPS local and federal mandates (i.e., Encounter Tracking Forms, assessment protocols, reports, IEPs, progress and attendance notes, etc.)
- C.2.16 The Contractor shall compile case history data on those cases where additional family history, health history, and early developmental history are deemed appropriate.
- C.2.17 The Contractor shall complete DCPS Medicaid Encounter Tracker forms for each student for each session provided daily and submit completed Medicaid encounter data forms on the 1st and 15th day of each month worked to the official designated by the COTR. If the date falls on the weekend, a holiday, or a day when schools and the DCPS Division of Special Education are closed due to inclement weather, the Contractor shall submit the DCPS –ETDF on the next business day. The Contractor shall complete and include the Medicaid Student Change Form with the DCPS – ETDF whenever a student is added or deleted from the therapy schedule.
- C.2.18 The Contractor shall maintain a current listing of students who have been referred to them for evaluation by the Special Education Division.
- C.2.19 The Contractor shall maintain progress notes and attendance records for each student serviced weekly. Copies may be requested at any time to document billing invoices and Medicaid entries.
- C.2.20 The Contractor shall complete the Special Education Division IEP services data collection forms for each student referred to the Contractor for services.

- C.2.21 The Contractor shall complete at least two (2) assigned speech-language assessments weekly.
- C.2.22 The Contractor shall maintain confidential files including all assessments, reviews, test results, IEP consultations with parents and/or staff, progress notes and physical management plans for all students. The Contractor shall provide files to DCPS in a format acceptable to the DCPS that is provided by the COTR.
- C.2.23 Evaluation files generated by the Contractor shall be the property of the DCPS during the course of this contract; the Contractor shall maintain the files. The Contractor shall hold the files confidential with respect to each student referred by the DCPS evaluation. Publication or release of these files is prohibited without prior approval of the DCPS.
- C.2.24 The Contractor shall provide evaluations at the DCPS sites, unless otherwise requested.
- C.2.25 Before services begins the Contractor shall provide the COTR with a copy of each current license and certificate for persons conducting student evaluations. Throughout the life of the contract, the Contractor shall ensure that all licenses and certificates remain current. Failure to do so can be cause for contract termination for default.
- C.2.26 The Contractor personnel shall sign in and sign out at the school location where the services are performed, and present, as may be requested, appropriate identification documentation.
- C.2.27 DCPS has the option to utilize the Contractors for Extended School Year and Compensatory Education Services.

C.3 POSITION QUALIFICATIONS/EDUCATION

- C.3.1 It is mandatory and required by DCPS that the Contractor shall have a District of Columbia Certification in the area of Speech-Language Pathology.
- C.3.2 It is required that the Contractor has a Master's degree (M.A./M.S.) in Communication Sciences and Disorders or Speech-Language Pathology or be eligible for completion of the Clinical Fellowship Year required by ASHA.
- C.3.3 It is preferred that the Contractor possesses a state license or is eligible for the ASHA Certificate of Clinical Competence in Speech-Language Pathology.

C.4 KNOWLEDGE REQUIRED BY THE POSITION

- C.4.1 The Contractor shall have the ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or government regulations.
- C.4.2 The Contractor shall have the ability to write reports, business correspondence, and procedural manuals.

- C.4.3 The Contractor shall have the ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- C.4.4 The Contractor shall have the ability to apply concepts, such as, confidence intervals, percentages, ratios, and proportions to practical situations
- C.4.5 The Contractor shall have the ability to solve practical problems and analyze a variety of concrete variables in situations where only limited standardization exists.
- C.4.6 The Contractor shall have the ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- C.4.7 The Contractor shall have the ability to write assessments and student progress reports, Correspondence and enter or extract data in electronic form.
- C.4.8 The Contractor shall have the ability to work well in a multi-disciplinary team environment.
- C.4.9 The Contractor shall have the knowledge of the procedures and the operations of District of Columbia Public Schools and other agencies of the District of Columbia government.

C.5 REPORTS

- C.5.1 The Contractor shall submit weekly status reports on pending evaluations and submit each evaluation report, as completed on a mutually agreeable schedule. A summary of completed evaluations shall be submitted in support of invoices on a monthly basis.
- C.5.2 The speech/language comprehensive evaluation report shall consist of demographic and background information, reason for referral, standardized tests administered and data sources, thorough analysis of test results, educational implications, summary and recommendations. The contractor must report the standard scores, quotients, and percentile ranks.
- C.5.3 When submitting invoices the contractor shall provide Contracting Officer's Technical Representative (COTR) with a copy of the invoice. Each invoice shall have attached the completed assessment/intervention report(s) and the related service provider weekly schedule school year 2004 –2005 form. Invoices will not be processed unless the required information is submitted.

C.6 BACKGROUND CHECKS

- C.6.1 Criminal inquiries in accordance with Title 5 of the District of Columbia Municipal Regulations (DCMR), Sections 1001.8 through 1001.11, dated December 2002 (Attachment J.7), are required of every District of Columbia Public Schools employee and by policy, of every other individual providing services in any DCPS school or to any DCPS student Background checks shall include fingerprinting.

- C.6.2 The Contractor shall be responsible for ensuring that all personnel have background checks, including fingerprinting, prior to their service delivery to DCPS students. Upon request the Contractor shall provide DCPS with a copy of the results from the Background check and the fingerprinting.

C.7 GUIDELINES

- C.7.1 The Contractor shall be responsible for knowing the applicable guidelines which include but are not limited to the following: Codes of Federal Regulations, the District of Columbia Board Rules, and District of Columbia Public Schools Guidelines.
- C.7.2 The Contractor shall exercise judgment in determining what guidelines are applicable, in interpreting these guidelines and in deciding what matters to discuss with the DCPS Supervisor of Speech and Language Pathology Programs.

C.8 COMPLEXITY

The Contractor shall be expected to identify the area of difficulty and suggest/discuss means and methods to overcome those complexities. The Contractor shall be expected to use originality and ingenuity in overcoming problem areas.

C.9 SCOPE AND EFFECT

The purpose of the resultant contract(s) is to assist DCPS in eliminating or reducing speech and language issues and/or providing compensatory strategies in the area of speech and language development. The Contractor shall support the student's ability to derive full benefit from the District's educational program.

C.10 PERSONAL CONTACTS

The Contractor shall be able to work with employees throughout DCPS, other District government agencies and offices, parents, constituency groups, advocates, attorneys, vendors and other related agencies.

C.11 DCPS RESPONSIBILITIES

- C.11.1 DCPS will provide office space, local phone lines, and other reasonable administrative tools to assist the Speech-Language Pathologists for the duration of the contract period. Please advise DCPS of potential reasonable administrative tools you may require as the Speech-Language Pathologist.
- C.11.2 DCPS will provide materials required to complete a comprehensive speech-language evaluation inclusive of assessments in areas of receptive and expressive language and vocabulary; as needed articulation, voice and fluency
- C.11.3 DCPS has the option to decrease contractual staffing as DCPS staffing increases.

C.11.4 DCPS will also provide a directory of schools inclusive of addresses and school telephone numbers.

C.11.5 DCPS will conduct upon contract award a brief post award conference will be convened via a date to be determined.

C.11.6 DCPS will provide an itemized list of the individual students receiving Speech Language services in the assigned school(s)

C.12 DEFINITIONS

C.12.1 “Special Education” – shall mean classroom instruction or special services or programs, provided at no cost to the parents, which is specially-designed to meet the unique needs of a student with disabilities. Instruction is provided without charge, but does not preclude incidental fees that are normally charged to students without disabilities, or their parents, as part of the regular education program

C.12.2 “Students With Disabilities” – students who have been evaluated in accordance with DCPS procedures and identified as having temporary or long-term special education needs arising from cognitive, emotional or physical factors, or any combination of these. The ability to meet general education objectives is impaired to a degree whereby the services available in the general education program are inadequate for preparation to achieve educational potential. Included are students having: mental retardation, hearing impairment (including deafness), speech impairment, language impairment, visual impairment (including blindness), serious emotional disturbance, other health impairment, orthopedic impairment, specific learning disability, autism, traumatic brain injury, deaf-blindness, and multiple disabilities.

C.12.3 “Parent” – a parent, a guardian, a person acting as a parent of a child, or a surrogate parent who has been duly appointed by a public agency.

C.12.4 “Family Educational Rights and Privacy Act” (FERPA) – the Act protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

C.12.5 “Free, Appropriate Public Education” (FAPE) – special education and related services which 1) are provided at public expense, under public supervision and direction, and without charge; 2) meet the standards of the D.C. Public Schools; 3) include early childhood, preschool, elementary school or secondary school education; and 4) are provided in conformity with an individualized education program (*IEP*).

C.12.6 “Health Insurance Portability and Accountability Act” (HIPPA) – the Act guarantees patients new rights and protections against the misuse or disclosure of their health records.

C.12.7 “No Child Left Behind” - On January 8, 2002, President Bush signed into law the No Child Left Behind Act of 2001. The Act was the most sweeping reform of the

Elementary and Secondary Education Act (ESEA) since ESEA was enacted in 1965. It redefines the federal role in K-12 education and will help close the achievement gap between disadvantaged and minority students and their peers. It is based on four principals: stronger accountability for results, increased flexibility and local control, expanded options for parents, and an emphasis on teaching methods that have been proven to work.

C.12.8 “Local Education Agency” (LEA) – the agency holding educational responsibility for students within a defined jurisdiction. For the purpose of this contract, the LEA is the District of Columbia Public Schools

C.12.9 “State Education Agency” (SEA) – the State Education Agency is the Board of Education for the District of Columbia, unless otherwise designated.

C.12.10 “Day” – a calendar day unless otherwise indicated as a school day or a business day.

SECTION D

Packaging and Marking

D.1 PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, if applicable. See Attachment J.1.

SECTION E

Inspection and Acceptance

E.1 INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Supplies, and clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, if applicable. See Attachment J.1.

SECTION F

Deliveries or Performance

F.1 CONTRACT TYPE

The District contemplates multiple awards of a fixed-price contract.

F.2 TERM OF CONTRACT

The term of the contract shall be for a period of one year (1) year from date of award specified on page one (1) of the contract. The District may extend the term of this contract for four (4) one-year periods or a fraction of a year.

F.2.1 OPTION PERIOD

F.2.1.1 The District may extend the term of this contract by exercising up to four (4) one-year, option periods.

F.2.1.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.2.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.2.1 The District may extend the term of this contract for a period of four, one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.2.3 The price for the option period shall be as specified in the contract.

SECTION G Contract Administration Data

G.1 INVOICE PAYMENT

G.1.1 The DCPS shall make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The DCPS shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract to the COTR Ms. Vieka Scott. Each invoice shall have attached the completed assessment/intervention report(s) and the related service provider weekly schedule school year 2004 –2005 form. Invoices will not be processed unless the required information is submitted.

G.2.2 Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer (CO) the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

District of Columbia Public Schools
Division of Finance, Accounts Payable
825 N. Capitol Street, NE, 7th Floor
Washington, DC 20002
(202) 442-5255

G.2.3 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.3.1 Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.3.2 Contract number and purchase order number;

G.2.3.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.

G.2.3.4 Other supporting documentation or information, as required by the contracting officer;

G.2.3.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.3.6 Name, title, phone number of person preparing the invoice;

G.2.3.7 Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and

G.2.3.8 Authorized signature.

G.3 METHOD OF PAYMENT

DCPS will pay the amount due the Contractor under this contract in accordance with the terms of the contract and upon presentation of a properly executed invoice.

G.4 ASSIGNMENTS

- G.4.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution
- G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.5 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Andrea Simpson, Contracting Officer
District of Columbia Public Schools
Office of Contracting and Procurement
825 North Capitol Street, NE, Suite 7066
Washington, DC 20002
Telephone Number: (202) 442-5111
Facsimile: (202) 442-5093

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.7.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.

Vielka I. Scott, M.S., CCC-SLP
Supervisor of Speech-Language Pathology and Audiology
Office of Special Education
District of Columbia Public Schools
825 North Capitol Street, N.E., 6th Floor
Washington, DC 20002
202-442-5488 (office)
202-442-5517/5518 (fax)
vielka.scott@k12.dc.us (email)

- G.7.2 It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.

- G.7.3 **The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.**

SECTION H Special Contract Requirements

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination Number 1994-2103; Revision No. 32, dated May 27, 2004, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.2 AUDITS, RECORDS, AND RECORD RETENTION

- H.2.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.2.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.2.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.2.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.2.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.2.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.3 PUBLICITY

- H.3.1 The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor either during or after expiration or termination of the contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under the resultant contract.

H.4 CONFLICT OF INTEREST

- H.4.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily

acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.4.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.7 UNUSUAL INCIDENTS

H.7.1 The Contractor shall report unusual incidents by facsimile or telephone to the Executive Director within 24 hours, and in writing within five (5) days. An unusual incident is an event that affects staff (DCPS employees or Contractor's staff) or clients, which is significantly different from the regular routine or established procedures. Examples include but are not limited to death, injury, unexplained absence of a customer(s), staff negligence, physical, sexual or verbal abuse of a customer by staff, fire, complaints from families or visitors of clients, request for information from the press, attorneys, or Government officials outside of DCPS, and behavior requiring attention of staff not usually involved in their case.

H.7.2 The initial report shall include the date, time, place, person(s) involved, and a brief description of the incident. A full written report of the unusual incident addressing steps taken to resolve the problem shall be forwarded to the Executive Director within the five (5) day period.

H.8 HIPAA PRIVACY COMPLIANCE

H.8.1 Definitions

(a) *Designated Record Set* means:

1. A group of records maintained by or for DCPS that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for DCPS to make decisions about individuals.
2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DCPS.

(b) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

- (c) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (d) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Contractor from or on behalf of DCPS.
- (e) *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (f) *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

H.8.2 Obligations and Activities of The Contractor

- (a) The Contractor agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.
- (b) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- (c) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Clause.
- (d) The Contractor agrees to report to DCPS any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- (e) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of DCPS, agrees to the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- (f) The Contractor agrees to provide access, at the request of DCPS, in the time and manner agreed upon by the Contractor and DCPS, to Protected Health Information in a Designated Record Set, to DCPS or, as directed by DCPS, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that DCPS directs or agrees to pursuant to 45 CFR 164.526 at the request of DCPS or an Individual, and in the time and manner agreed upon by the Contractor and DCPS.

- (h) The Contractor agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, DCPS, available to the DCPS, or to the Secretary, in a time and manner agreed upon by the Contractor and DCPS or designated by the Secretary, for purposes of the Secretary determining DCPS' compliance with the Privacy Rule.
- (i) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for DCPS to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Contractor agrees to provide to DCPS or an Individual, in time and manner agreed upon by the Contractor and DCPS, information collected in accordance with Section (i) above, to permit DCPS to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.8.3 Permitted Uses and Disclosures by the Contractor

- (a) *Refer to underlying services agreement:* Except as otherwise limited in this Clause, the Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, DCPS as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by DCPS or the minimum necessary policies and procedures of DCPS.
- (b) Except as otherwise limited in this Clause, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- (c) Except as otherwise limited in this Clause, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are Required By Law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Clause, the Contractor may use Protected Health Information to provide Data Aggregation services to DCPS as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.8.4 Obligations of DCPS

- (a) DCPS shall notify the Contractor of any limitation(s) in its notice of privacy practices of DCPS in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information.
- (b) DCPS shall notify the Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information.
- (c) DCPS shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that DCPS has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of Protected Health Information.

H.8.5 Permissible Requests by DCPS

DCPS shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by DCPS.

H.8.6 Term and Termination

- (a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by DCPS to the Contractor, or created or received by the Contractor on behalf of DCPS, is destroyed or returned to DCPS, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) *Termination for Cause.* Upon DCPS' knowledge of a material breach of this Clause by the Contractor, DCPS shall either:
 - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate the contract if the Contractor does not cure the breach or end the violation within the time specified by DCPS;
 - (2) Immediately terminate the contract if the Contractor has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, DCPS shall report the violation to the Secretary.
- (c) *Effect of Termination.*
 - (1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, the Contractor shall return or destroy all Protected

Health Information received from DCPS, or created or received by the Contractor on behalf of DCPS. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

- (2) In the event that the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to DCPS notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

H.8.7 Miscellaneous

- (a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for DCPS to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) *Survival.* The respective rights and obligations of The Contractor under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for Use With District of Columbia Government Supply and Services Contracts, dated April 2003 (Attachment J.1.1), shall survive termination of the contract.
- (d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit DCPS to comply with the Privacy Rule.

SECTION I **Contract Clauses**

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003, (Attachment J.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee, student of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

1.5.1 Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

1.5.2 If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

1.5.3 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

I.6 RIGHTS IN DATA

I.6.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The

term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- I.6.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.6.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding any contrary

provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.6.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.6.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.6.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and
 - I.6.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.7 The restricted rights set forth in section I.6.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ (Contractor's Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.6.8 In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by

the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.6.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.10 For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.7 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.8 FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement attachment J.6 executed between the District of

Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

I.9 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.10 CONTINUITY OF SERVICES

I.10.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.10.1.1 Furnish phase-out, phase-in (transition) training; and

I.10.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11 INSURANCE

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

I.11.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per claim.

I.11.2 Comprehensive General Liability: The Contractor shall carry comprehensive general liability to include bodily injury and property damage insurance of a least (\$500,000) per occurrence.

I.11.3 Workers' Compensation: (if required by law): The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District. In the event the Contractor is not required to obtain Workers' Compensation, then the Contractor agrees to waive

any responsibility for medical and indemnity reimbursement resulting from injury incurred during the performance of this contract.

I.11.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.11.5 Automobile Liability: The contractor shall maintain comprehensive automobile liability insurance. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

I.11.6 All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

L.12 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.4. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

L.13 PREAWARD

I.9.1 The award and enforceability of this contract is contingent upon the approval of the District of Columbia Public Schools Board of Education. In accordance with Chapter 37 of Title 5 DCMR §3702.10, contract actions for goods and services exceeding one hundred thousand (\$100,000.00) must be submitted to the Board of Education for approval

SECTION J List of Attachments

J.1 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, April 2003

J.2 LSDBE Certification Package

J.3 Wage Determination No. 94-2103 (Revision No. 32 May 27, 2004)

- J.4** E.E.O. Information and Mayor Orders 85-85
- J.5** Tax Certification Affidavit
- J.6** First Source Employment Agreement
- J.7** Title 5 District of Columbia Municipal Regulations (DCMR) Sections 1001.8 - 1001.11

SECTION K
Representations, Certifications and Other Statements of Offerors

K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.1.1 Definitions. As used in this provision:

- K.1.1.1** **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.1.1.2** **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.1.1.3** **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.1.1.4** **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.1.1.5** **Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.1.1.6** **Individual:** means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

K.1.2 By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed:

K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about the following:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;

K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

- K.1.2.6 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.1.2.7 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.
- K.1.3 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.1.4 Failure of the Offeror to provide the certification required by paragraphs K.1.2 through K.1.3 of this provision, renders the Offeror unqualified and ineligible for award.
- K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 through K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

_____ Authorized Contractor Personnel (Print Name)	_____ Title
_____ Signature of Authorized Contractor Personnel	_____ Date

K.2 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

K.3 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.4 TYPE OF BUSINESS ORGANIZATION

K.4.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws of the State of _____

_____ an individual,

_____ a partnership

_____ a nonprofit organization, or

_____ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

_____ an individual

_____ a joint venture, or

_____ a corporation registered for business in _____
(Country)

K.5 EMPLOYMENT AGREEMENT

K.5.1 For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices.

The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

- K.5.2 The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name _____ Title _____
Signature _____ Date _____

K.6 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “ Compliance with Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor’s Order.)

K.7 WALSH-HEALY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the

Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

(c) Regular Dealer

_____ The Offeror is a Regular Dealer.

_____ The Offeror is not a Regular Dealer.

(d) Manufacturer

_____ The Offeror is a Manufacturer.

_____ The Offeror is not a Manufacturer.

K.8 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.9 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

_____ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.10 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Code 1183.16 that:
- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
 - 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (b) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

SECTION L

Instructions, Conditions and Notices to Offerors

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award multiple contracts resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

- L.2.1 One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: **"Proposal in Response to Solicitation No.: GAGA-2004-R-0423, Speech Language Pathologist, and name of offeror"**.

- L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and

best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

- L.2.3 Proposals must be on 8 ½” by 11” paper, bound on the left hand side, and organized into numbered sections as described below. **Overly elaborate proposals are discouraged.**

A. Title Page

Indicate the RFP number and subject, the name of the offeror, local address, telephone number, fax number, e-mail address, name of the contact person and the date.

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal (Limit to two (2) pages).

1. State the names of the persons who will be authorized to make representations for the firm and the titles.
2. State that the person signing the letter will be authorized to bind the firm.

D. Understanding and Approach

1. State your understanding of the services to be provided
2. State the approach to be exercised by the firm to accomplish the service to be performed.

E. Profile and Qualifications of the Offeror

1. List and describe recent experiences similar to those requested in this RFP.
2. provide names, addresses and telephone numbers of client references.
(Client base list and recommendations)
3. Provide the names of the persons that will be assigned to this project along with concise statement of qualifications and experiences. **Resumes shall be attached as Tab ‘A’.**
4. Provide documentation to support qualifications of each staff proposed. Documentation should consist of a copy of each staff proposed Master’s degree (M.A./M.S.) in Communication Sciences and Disorders or Speech-Language Pathology, District of Columbia Certification in the area of

Speech-Language Pathology, ASHA Certificate of Clinical Competence in Speech-Language Pathology, Results from Background Check and Results from Finger Prints.

5. State the relevant staff training and name the various professional organizations for which membership is maintained.

F. Time frame and Cost Proposal

1. Make a statement of the offeror commitment to perform work within the time period specified.
1. In accordance with Section B of this RFP, provide a hourly rate for the base year and option years in the format identified in section B.
2. include a Budget Summary setting forth how the hourly rate is derived.

G. Litigation

Any business related litigation, bankruptcy, or defaults on loans by the contractor or its principals with the past five (5) years must be disclosed as well if the contractor or any of its principals are the subject of any investigations or hearings by any Federal, State, or local Regulatory agency. If not, a statement to the effect must be included.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.31 Proposal Submission

Proposals must be submitted no later than 4:00 pm local time on Wednesday, October 6, 2004. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.
- c. The bid is the only bid received.

L.3.2 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.3 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.4 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 HAND DELIVERY OR MAILING OF PROPOSALS

DELIVER OR MAIL TO

District of Columbia Public Schools
Office of Contracts and Acquisitions
825 North Capitol Street, NE, Suite 7066
Washington, D. C. 20002
Attn: Andrea Simpson

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Offeror shall submit questions no later than **close of business Wednesday, September 22, 2004**. The District will not consider any questions received after close of business September 22, 2004. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the DCPS Office of Contracts and Acquisitions, Agency Chief Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements

Glorious Bazemore, Agency Chief Contracting Officer
District of Columbia Public Schools
Office of Contracting and Procurement
825 North Capitol Street, NE, Suite 7066
Washington, DC 20002
Telephone Number: (202) 442-5111 Facsimile: (202) 442-5093

It is also requested that such recipients advise the Agency Chief Contracting Officer, DCPS of the reason for not submitting a proposal in response to this Solicitation. If a recipient does not submit an offer and does not notify the Agency Chief Contracting Officer, DCPS that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 PROPOSAL PROTESTS

Any actual or prospective bidder, Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.8 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are **not** desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.11 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors' in submitting proposals in response to this solicitation.

L.12 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.13 ACCEPTANCE PERIOD

The offeror agrees that its offer remains valid for a period of ninety (90) days from the solicitation's closing date.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.15.2 District of Columbia, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.15.4 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.16 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.16.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.16.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.16.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.16.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.16.7 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

SECTION M

Evaluation Factors

M.1 EVALUATION FOR AWARD

DCPS intends to award multiple contracts to the responsible offeror(s) whose offer is most advantageous to the District, based upon the evaluation factors specified below. While the points in the evaluation factors indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation factors. The District reserves its right to make a single award or no award at all based on the final evaluations.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.
4	Good	Meets requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a subfactor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the subfactor, the score for the subfactor is 4.8 (4/5 of 6). The subfactor scores will be added together to determine the score for the factor level.

M.3 EVALUATION FACTORS

Selection of Offerors for contract awards will be based on an evaluation of proposals against the following factors:

M.3.1 TECHNICAL CRITERIA

a. Minimum Professional Qualifications (30 points)

Meet the Position Qualifications/Education identified in Section C.3 of this RFP.

b. Prior Experience (30 points)

Identify experience as Speech Language Pathologist.

M.3.2 PRICE FACTORS (40 Points)

The price evaluation will be objective. The offeror with the lowest cost/price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated cost/price score:

$$\frac{\text{Lowest cost/price proposal} \times \text{weight}}{\text{cost/price of proposal being evaluated}} = \text{evaluated cost/price score}$$

M.3.3 PREFERENCE (LSDBE) (12 Points)

M.3.4 TOTAL (112 Points)

M.4 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

M.4.1 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESS, RESIDENT BUSINESS OWNERSIPS OR BUSINESS OPERATING IN AN ENTERPRISE ZONE

M.4.2 GENERAL PREFERENCES

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

M.4.2.1 For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

M.4.2.2 Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).

M.4.2.3 Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

M.4.2.4 Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

M.4.2.5 Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

M.4.3 PREFERENCES FOR SUBCONTRACTING IN OPEN MARKET SOLICITATIONS WITH NO LBE, DBE, RBO SUBCONTRACTING SET-ASIDE

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set-aside are as follows:

M.4.3.1 If the prime contractor is not a certified LBE, certified DBE, certified RBO or a

business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

M.4.3.2 If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE , RBO or business located in an enterprise zone, for participation in the joint venture. For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{AMOUNT OF CONTRACT}} \times 4 = \text{Points Awarded During Evaluation for}$$

LBESUBCONTRACTING

*Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

M.4.4 PREFERENCES FOR OPEN MARKET SOLICITATIONS WITH LBE, DBE OR RBO SUBCONTRACTING SET ASIDE

If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

M.4.5 PREFERENCES FOR CERTIFIED JOINT VENTURES INCLUDING LOCAL OR DISADVANTAGED BUSINESSES OR RESIDENT BUSINESS OWNERSHIPS

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it was a certified LBE, DBE or RBO.

M.4.6 PREFERENCES FOR JOINT VENTURES INCLUDING BUSINESSES LOCATED IN AN ENTERPRISE ZONE

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

M.4.7 VENDOR SUBMISSION FOR PREFERENCES

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE or RBO, to include either:

- 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
- 2) A copy of any sworn notarized Self-Certification Forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

Attachment J.2 contains the Self-Certification Package

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.4.8 PENALTIES FOR MISREPRESENTATION

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

M.4.9 LOCAL, SMALL, AND DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTING

1. When a prime contractor is certified by the Local Business Opportunity Commission (LBOC) as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods, and supplies with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small, and disadvantaged

business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

2. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

[End of RFP]